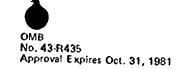
Form OBD-65 Rev. 4-27-77 (Formerly DJ-304)



## UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

## **EXHIBIT B**

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

		Name of Registrant	Name of Foreign Principal
	H. William Tanaka d/b/a Tanaka Walders & Ritger		Onoda Cement Co., Ltd.
		Check A	ppropriate Boxes:
1.	XXX		nt and the above-named foreign principal is a formal ked, attach two copies of the contract to this exhibit.
2.		agreement with the above-named for correspondence. If this box is check	petween the registrant and foreign principal. The eign principal has resulted from an exchange of ed, attach two copies of all pertinent correspondence, sal which has been adopted by reference in such
3.		The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.	

 Describe fully the nature and method of performance of the above indicated agreement or understanding.
 to furnish legal counseling and informational services

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
See Statement No. 4
see statement no. 4
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act? Yes \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Section 1(o) of the Act?1/ Yes [] No [X] X  If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

February 14, 1983

Name and Title

H. William Tanaka Attorney Signature

J. Tandas

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## TANAKA WALDERS & RITGER

1919 PENNSYLVANIA AVENUE, N. W. WASHINGTON, D. C. 20006

CABLE: TLAW UR TELEX: 248450

H. WILLIAM TANAKA LAWRENCE R. WALDERS DONALD L E. RITGER B. JENKINS MIDDLETON WESLEY K. CAINE PATRICK F. O'LEARY ROBERT S. SCHWARTZ

AGREEMENT BETWEEN ONODA CEMENT CO., LTD.

AND

H. WILLIAM TANAKA

## LEGAL COUNSELING AND INFORMATIONAL SERVICES

Agreement entered into this 5th day of January, 1983 by and between Onoda Cement Co., Ltd., with offices at No. 1-1, Fukagawa-Toyosu, Koto-ku, Tokyo, Japan (hereinafter referred to as "ONODA"), and H. William Tanaka, Counselor at Law, with offices located at 1919 Pennsylvania Ave., N.W., Washington, D.C. 20006 (hereinafter referred to as "Counsel").

WHEREAS, ONODA desires to obtain certain legal counseling and informational services hereinafter specified; and

WHEREAS, Counsel desires to furnish such legal counseling and informational services;

NOW, THEREFORE, it is mutually agreed as follows:

- 1. Counsel will provide legal counseling and informational services in the form of (1) Washington Business Report-Biweekly Summary; and (2) Washington Business Reports.
- 2. ONODA in consideration of the foregoing services to be rendered by Counsel agrees to pay Counsel within a reasonable time after the execution of this Agreement, a retainer fee of \$5,500.00 (Five Thousand Five Hundred Dollars) covering services to be rendered in the one-year period commencing March 1, 1983, and ending February 28, 1984.

1.3

This Agreement shall become effective immediately upon execution herein between the parties hereof.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement.

ONODA CEMENT CO., LTD.

By: Duly Authorized Officer

Date: W/ Jan. 83

H. WILLIAM TANAKA

Counselor at Law

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